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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,	)	Case No. RG 15-789111
	)	
Plaintiff,	)	<b>[PROPOSED] CONSENT</b>
	)	<b>JUDGMENT AS TO ASOS.COM</b>
v.	)	<b>LIMITED</b>
	)	
FREE PEOPLE OF PA, LLC, <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	

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**1. DEFINITIONS**

1.1 “Covered Products” means belts, footwear, handbags, purses, wallets, clutches, backpacks and clothing that is Manufactured, distributed, sold or offered for sale by Settling Defendant.

1.2 “Effective Date” means the date on which this Consent Judgment is entered by the Court.

1.3 “Lead Limits” means the maximum concentrations of lead and lead compounds (“Lead”) by weight specified in Section 3.2.

1.4 “Manufactured” and “Manufactures” means to manufacture, produce, or assemble.

1           1.5           “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,  
2 with or without a suspension of finely divided coloring matter, which changes to a solid film  
3 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.  
4 This term does not include printing inks or those materials which actually become a part of the  
5 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to  
6 the substrate, such as by electroplating or ceramic glazing.

7           1.6           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
8 supplies a Covered Product to Settling Defendant.

9       **2.       INTRODUCTION**

10          2.1           The parties to this Consent Judgment (“Parties”) are the Center for  
11 Environmental Health (“CEH”) and Defendant ASOS.com Limited (“Settling Defendant”).

12          2.2           On May 28, 2015 and June 19, 2015, CEH served 60-Day Notices of Violation  
13 under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California  
14 Health & Safety Code §§ 25249.5, *et seq.*) (the “Notices”) to Settling Defendant, the California  
15 Attorney General, the District Attorneys of every County in the State of California, and the City  
16 Attorneys for every City in the State of California with a population greater than 750,000. The  
17 Notices allege that Settling Defendant violated Proposition 65 by exposing persons to Lead  
18 contained in belts, footwear, and clothing without first providing clear and reasonable Proposition  
19 65 warnings.

20          2.3           On October 9, 2015, 2015, CEH filed the action *Center for Environmental*  
21 *Health v. Free People of PA LLC, et al.*, Case No. RG 15-789111, in the Superior Court of  
22 California for Alameda County, naming Settling Defendant as a defendant in that action.

23          2.4           Settling Defendant is a UK based global online retailer of clothing and  
24 accessories. Settling Defendant manufactures, distributes and/or offers for sale Covered Products  
25 in the State of California or has done so in the past.

26          2.5           For purposes of this Consent Judgment only, the Parties stipulate that this  
27 Court has jurisdiction over the allegations of violations contained in the operative Complaint  
28 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling

1 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,  
2 and that this Court has jurisdiction to enter this Consent Judgment.

3 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by  
4 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance  
5 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
6 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
7 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any  
8 other legal proceeding. This Consent Judgment is the product of negotiation and mutual  
9 compromise and is accepted by the Parties for purposes of settling, compromising and resolving  
10 issues disputed in this action.

11 **3. INJUNCTIVE RELIEF**

12 3.1 **Specification Compliance Date.** To the extent it has not already done so, no  
13 more than thirty (30) days after the Effective Date, Settling Defendant shall provide the Lead  
14 Limits to its Vendors of Covered Products and shall instruct each Vendor to use reasonable  
15 efforts to provide Covered Products that comply with the Lead Limits on a nationwide basis.

16 3.2 **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall  
17 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale  
18 any Covered Product that will be sold or offered for sale to California consumers that contains a  
19 material or is made of a component that exceeds the following Lead Limits:

20 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

21 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

22 3.2.3 All other materials or components other than cubic zirconia (sometimes  
23 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

24 For purposes of this Section 3.2, when Settling Defendant’s authorized customer  
25 sells or offers for sale to California consumers a Covered Product after the Effective Date,  
26 Settling Defendant is deemed to have “offered for sale to California consumers” that Covered  
27 Product.

28

1           **3.3           Action Regarding Specific Products.**

2           3.3.1   On or before the Effective Date, Settling Defendant shall cease selling in  
3           California the following products: (i) the ASOS 2-Pack Super Skinny Vintage Look Waist  
4           & Hip Belts in Black & Tan, SKU No. 03260693, Item Nos. 14323 & 14322A; (ii) the  
5           ASOS Frankie Flat Sandals in Tan, SKU No. 3190340; (iii) the ASOS Pencil Skirt in  
6           Leather Look in Tan, SKU No. 3100057, Item No. U60584369; and (iv) and (iv) ASOS  
7           Zip Top with Side Zip Detail Backpack in Tan, Product Code No. 3576121, SKU No.  
8           U78946776 (the “Section 3.3 Products”). On or before the Effective Date, Settling  
9           Defendant shall also: (i) cease shipping the Section 3.3 Products to any of its stores and/or  
10          customers that resell the Section 3.3 Products in California, and (ii) send instructions to its  
11          stores and/or customers that resell the Section 3.3 Products in California instructing them  
12          either to: (a) return all of the Section 3.3 Products to Settling Defendant for destruction; or  
13          (b) directly destroy the Section 3.3 Products. Settling Defendant has represented that it is  
14          already compliant with the provisions of clause 3.3.1 herein.

15          3.3.2   Any destruction of the Section 3.3 Products shall be in compliance with all  
16          applicable laws.

17          3.3.3   Within sixty (60) days of the Effective Date, Settling Defendant shall  
18          provide CEH with written certification from Settling Defendant confirming compliance  
19          with the requirements of this Section 3.3.

20         **4.           ENFORCEMENT**

21           4.1           Any Party may, after meeting and conferring, by motion or application for an  
22           order to show cause before this Court, enforce the terms and conditions contained in this Consent  
23           Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment  
24           shall be brought exclusively pursuant to Sections 4.2 through 4.3.

25           4.2           **Notice of Violation.** CEH may seek to enforce the requirements of Section  
26           3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

27           4.2.1   **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
28           Defendant within 45 days of the date the alleged violation(s) was or were observed,

1 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling  
2 Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it  
3 from an independent laboratory; and (ii) CEH may serve a Notice of Violation to a  
4 supplier of a Covered Product so long as: (a) the identity of the supplier cannot be  
5 discerned from the labeling of the Covered Product; and (b) the Notice of Violation to the  
6 supplier is served within 45 days of the date the supplier is identified by CEH.

7 **4.2.2 Supporting Documentation.** The Notice of Violation shall, at a  
8 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was  
9 observed, (b) the location at which the Covered Product was offered for sale, (c) a  
10 description of the Covered Product giving rise to the alleged violation, and of each  
11 material or component that is alleged not to comply with the Lead Limits, including a  
12 picture of the Covered Product and all identifying information on tags and labels, and (d)  
13 all test data obtained by CEH regarding the Covered Product and related supporting  
14 documentation, including all laboratory reports, quality assurance reports and quality  
15 control reports associated with testing of the Covered Products. Such Notice of Violation  
16 shall be based at least in part upon total acid digest testing performed by an independent  
17 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by  
18 themselves sufficient to support a Notice of Violation, although any such testing may be  
19 used as additional support for a Notice. The Parties agree that the sample Notice of  
20 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of  
21 subsections (c) and (d) of this Section 4.2.2.

22 **4.2.3 Additional Documentation.** CEH shall promptly make available for  
23 inspection and/or copying upon request by and at the expense of Settling Defendant, all  
24 supporting documentation related to the testing of the Covered Products and associated  
25 quality control samples, including chain of custody records, all laboratory logbook entries  
26 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts  
27 from all analytical instruments relating to the testing of Covered Product samples and any  
28 and all calibration, quality assurance, and quality control tests performed or relied upon in

1 conjunction with the testing of the Covered Products, obtained by or available to CEH that  
2 pertains to the Covered Product’s alleged noncompliance with Section 3 and, if available,  
3 any exemplars of Covered Products tested.

4 **4.2.4 Multiple Notices.** If Settling Defendant has received more than four  
5 uncontested Notices of Violation in any 12-month period, at CEH’s option, CEH may  
6 seek whatever fines, costs, penalties, or remedies are provided by law for failure to  
7 comply with the Consent Judgment. For purposes of determining the number of Notices  
8 of Violation pursuant to this Section 4.2.4, the following shall be excluded:

9 (a) Multiple notices identifying Covered Products Manufactured for or  
10 sold to Settling Defendant from the same Vendor; and

11 (b) A Notice of Violation that meets one or more of the conditions of  
12 Section 4.3.3(c).

13 **4.3 Notice of Election.** Within thirty (30) days of receiving a Notice of Violation  
14 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant  
15 shall provide written notice to CEH stating whether it elects to contest the allegations contained in  
16 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be  
17 deemed an election to contest the Notice of Violation. Any contributions to the Fashion  
18 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for  
19 Environmental Health and included with Settling Defendant’s Notice of Election.

20 **4.3.1 Contested Notices.** If the Notice of Violation is contested, the Notice of  
21 Election shall include all then-available documentary evidence regarding the alleged  
22 violation, including any test data. Within thirty (30) days the parties shall meet and confer  
23 to attempt to resolve their dispute. Should such attempts at meeting and conferring fail,  
24 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling  
25 Defendant withdraws its Notice of Election to contest the Notice of Violation before any  
26 motion concerning the violations alleged in the Notice of Violation is filed pursuant to  
27 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion  
28 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-

1 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or  
2 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or  
3 other data regarding the alleged violation, it shall promptly provide all such data or  
4 information to the other Party.

5 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,  
6 Settling Defendant shall include in its Notice of Election a detailed description of  
7 corrective action that it has undertaken or proposes to undertake to address the alleged  
8 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
9 Covered Product will no longer be offered by Settling Defendant or its customers for sale  
10 in California. If there is a dispute over the sufficiency of the proposed corrective action or  
11 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall  
12 meet and confer before seeking the intervention of the Court to resolve the dispute. In  
13 addition to the corrective action, Settling Defendant shall make a contribution to the  
14 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of  
15 Section 4.3.3 applies.

16 4.3.3 **Limitations in Non-Contested Matters.**

17 (a) If it elects not to contest a Notice of Violation before any motion  
18 concerning the violation(s) at issue has been filed, any potential monetary liability of  
19 Settling Defendant shall be limited to the contributions required by Section 4.3.2 or this  
20 Section 4.3.3, as applicable.

21 (b) If more than one Settling Defendant has manufactured, sold, offered  
22 for sale or distributed a Covered Product identified in a non-contested Notice of Violation,  
23 only one required contribution may be assessed against all Settling Defendants as to the  
24 noticed Covered Product.

25 (c) The contribution to the Fashion Accessory Testing Fund shall be:

26 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling  
27 Defendant, prior to receiving and accepting for distribution or sale the  
28 Covered Product identified in the Notice of Violation, obtained test results

1 demonstrating that all of the materials or components in the Covered  
2 Product identified in the Notice of Violation complied with the applicable  
3 Lead Limits, and further provided that such test results meet the same  
4 quality criteria to support a Notice of Violation as set forth in Section 4.2.2  
5 and that the testing was performed within two years prior to the date of the  
6 sales transaction on which the Notice of Violation is based. Settling  
7 Defendant shall provide copies of such test results and supporting  
8 documentation to CEH with its Notice of Election; or

9 (ii) One thousand five hundred dollars (\$1,500) if Settling  
10 Defendant is in violation of Section 3.2 only insofar as that Section deems  
11 Settling Defendant to have “offered for sale to California consumers” a  
12 product sold at retail by Settling Defendant’s customer, provided however,  
13 that no contribution is required or payable if Settling Defendant has already  
14 been required to pay a total of ten thousand dollars (\$10,000) pursuant to  
15 this subsection. This subsection shall apply only to Covered Products that  
16 Settling Defendant demonstrates were shipped prior to the Effective Date;  
17 or

18 (iii) Not required or payable, if the Notice of Violation identifies  
19 the same Covered Product or Covered Products, differing only in size or  
20 color, that have been the subject of another Notice of Violation within the  
21 preceding 12 months.

## 22 **5. PAYMENTS**

23 **5.1 Payments by Settling Defendant.** Within five (5) business days of the Effective  
24 Date, Settling Defendant shall pay the total sum of \$90,000 in full, final and equitable settlement  
25 of the allegations in the 60-day Notices of Violation and Complaint against Settling Defendant.  
26 The total settlement amount for Settling Defendant shall be paid in four separate checks made  
27 payable and allocated as follows:  
28



1                   5.1.1 Settling Defendant shall pay the sum of \$11,900 as a civil penalty pursuant  
2 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in  
3 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of  
4 California’s Office of Environmental Health Hazard Assessment (“OEHHA”)). Accordingly, the  
5 OEHHA portion of the civil penalty payment in the amount of \$8,925 shall be made payable to  
6 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be  
7 delivered as follows:

8                                   For United States Postal Service Delivery:

9   Attn: Mike Gyurics  
10   Fiscal Operations Branch Chief  
11   Office of Environmental Health Hazard Assessment  
12   P.O. Box 4010, MS #19B  
13   Sacramento, CA 95812-4010

14                                   For Non-United States Postal Service Delivery:

15   Attn: Mike Gyurics  
16   Fiscal Operations Branch Chief  
17   Office of Environmental Health Hazard Assessment  
18   1001 I Street, MS #19B  
19   Sacramento, CA 95814

20                   The CEH portion of the civil penalty payment in the amount of \$2,975 shall be made  
21 payable to the Center for Environmental Health and associated with taxpayer identification  
22 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
23 Street, San Francisco, CA 94117.

24                   5.2 Settling Defendant shall pay the sum of \$17,900 as a payment in lieu of civil  
25 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of  
26 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and  
27 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part  
28 of its Community Environmental Action and Justice Fund, CEH will use four percent of such  
funds to award grants to grassroots environmental justice groups working to educate and protect  
people from exposures to toxic chemicals. The method of selection of such groups can be found  
at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment pursuant to this Section shall be  
made payable to the Center for Environmental Health and associated with taxpayer identification

1 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
2 Street, San Francisco, CA 94117.

3 5.2.1 Settling Defendant shall also separately pay the sum of \$60,200 to the  
4 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and  
5 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington  
6 Law Group and associated with taxpayer identification number 94-3317175. This payment shall  
7 be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

## 8 **6. MODIFICATION**

9 6.1 **Written Consent.** This Consent Judgment may be modified from time to  
10 time by express written agreement of the Parties with the approval of the Court, or by an order of  
11 this Court upon motion and in accordance with law.

12 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
13 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
14 modify the Consent Judgment.

## 15 **7. CLAIMS COVERED AND RELEASED**

16 7.1 This Consent Judgment is a full, final and binding resolution between CEH on  
17 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,  
18 affiliated entities that are under common ownership, directors, officers, employees, and attorneys  
19 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell  
20 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,  
21 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")  
22 of any violation of Proposition 65 that was or could have been asserted in the Complaint against  
23 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure  
24 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling  
25 Defendant prior to the Effective Date.

26 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant  
27 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by  
28 Settling Defendant.

1           7.3           This Consent Judgment resolves all monetary claims CEH has asserted against  
2 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices  
3 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

4 **8.     NOTICE**

5           8.1           When CEH is entitled to receive any notice under this Consent Judgment, the  
6 notice shall be sent by first class and electronic mail to:

7                               Eric S. Somers  
8                               Lexington Law Group  
9                               503 Divisadero Street  
10                              San Francisco, CA 94117  
11                              esomers@lexlawgroup.com

12           8.2           When Settling Defendant is entitled to receive any notice under this Consent  
13 Judgment, the notice shall be sent by first class and electronic mail to:

14                              Anthony J. Cortez  
15                              Greenberg Traurig LLP  
16                              1201 K Street, Suite 1100  
17                              Sacramento, CA 95814  
18                              cortezan@gtlaw.com

19           8.3           Any Party may modify the person and address to whom the notice is to be sent  
20 by sending each other Party notice by first class and electronic mail.

21 **9.     COURT APPROVAL**

22           9.1           This Consent Judgment shall become effective upon entry by the Court. CEH  
23 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
24 shall support entry of this Consent Judgment.

25           9.2           If this Consent Judgment is not entered by the Court, it shall be of no force or  
26 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
27 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

28 **10.    ATTORNEYS' FEES**

          10.1           Should CEH prevail on any motion, application for an order to show cause or  
other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its  
reasonable attorneys' fees and costs incurred as a result of such motion or application. Should

1 Settling Defendant prevail on any motion application for an order to show cause or other  
2 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result  
3 of such motion or application upon a finding by the Court that CEH's prosecution of the motion  
4 or application lacked substantial justification. For purposes of this Consent Judgment, the term  
5 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,  
6 Code of Civil Procedure §§ 2016, *et seq.*

7 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear  
8 its own attorneys' fees and costs.

9 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of  
10 sanctions pursuant to law.

## 11 **11. TERMINATION**

12 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant  
13 at any time after January 1, 2020, upon the provision of 30 days advanced written notice; such  
14 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
15 Court of Alameda County.

16 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall  
17 be of no further force or effect as to the terminated parties; provided, however that if CEH is the  
18 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided  
19 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1  
20 shall survive any termination.

## 21 **12. OTHER TERMS**

22 12.1 The terms of this Consent Judgment shall be governed by the laws of the State  
23 of California.

24 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
25 Defendant, and the successors or assigns of any of them.

26 12.3 This Consent Judgment contains the sole and entire agreement and  
27 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
28 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby

1 merged herein and therein. There are no warranties, representations, or other agreements between  
2 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
3 implied, other than those specifically referred to in this Consent Judgment have been made by any  
4 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
5 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,  
6 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
7 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
8 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
9 whether or not similar, nor shall such waiver constitute a continuing waiver.

10 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights  
11 that Settling Defendant might have against any other party, whether or not that party is a Settling  
12 Defendant.

13 12.5 This Court shall retain jurisdiction of this matter to implement or modify the  
14 Consent Judgment.

15 12.6 The stipulations to this Consent Judgment may be executed in counterparts  
16 and by means of facsimile or portable document format (pdf), which taken together shall be  
17 deemed to constitute one document.

18 12.7 Each signatory to this Consent Judgment certifies that he or she is fully  
19 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
20 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
21 Party.

22 12.8 The Parties, including their counsel, have participated in the preparation of  
23 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
24 This Consent Judgment was subject to revision and modification by the Parties and has been  
25 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
26 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
27 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
28 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to

1 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
2 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

3 **IT IS SO ORDERED:**

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6 Dated: \_\_\_\_\_ Judge of the Superior Court

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8 **IT IS SO STIPULATED:**

10 **CENTER FOR ENVIRONMENTAL HEALTH**

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12

  
\_\_\_\_\_

13 Signature

14  
15

CHARLIE PIZARRO  
\_\_\_\_\_

15 Printed Name

16  
17

ASSOCIATE DIRECTOR  
\_\_\_\_\_

18 Title

19  
20

20 **ASOS.COM LIMITED**

21  
22

\_\_\_\_\_  
Signature

24  
25

\_\_\_\_\_  
Printed Name

26  
27

\_\_\_\_\_  
Title

28

1 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
2 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

3 **IT IS SO ORDERED:**

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6 Dated: \_\_\_\_\_ Judge of the Superior Court \_\_\_\_\_  
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8 **IT IS SO STIPULATED:**

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10 **CENTER FOR ENVIRONMENTAL HEALTH**

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13 \_\_\_\_\_  
Signature

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15 \_\_\_\_\_  
Printed Name

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18 \_\_\_\_\_  
Title

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20 **ASOS.COM LIMITED**

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22

23 \_\_\_\_\_  
Signature

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25 **ANDREW MAGOWAN**  
Printed Name

26

27

28 **GENERAL COUNSEL & COMPANY SECRETARY**  
Title

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# **Exhibit A**





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## Analytical Report

August 03, 2011

Lexington Law Group  
503 Divisadero Street  
San Francisco, CA 94117

Analytical Report No.: CL3573-33  
Analysis Dates: 07/26/11 - 08/03/11

Listed below are the results of our analyses for sample(s) received on July 26, 2011.

**CEH ID#AB789L, [REDACTED] Wallet (Orange Surface Material On Main Part Of W**  
**NFL ID AF02363**

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

A portion of the sample was digested in a microwave oven with concentrated nitric acid and analyzed by ICP-MS.

Sample(s) were received in good condition unless and results are reported based on the sample(s) as received, unless otherwise noted. Please note that these results apply only to the sample(s) submitted for this report. Samples from a different portion of the same lot may produce different results.

The National Food Lab services are provided subject to our standard terms and conditions, which can be found on our website, [www.TheNFL.com](http://www.TheNFL.com). Should you have any questions concerning these results, please do not hesitate to contact us. Thank you for using the services of the National Food Lab.

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable